

December 8, 2008

CORRESPONDENCE

FILED IN THE  
UNITED STATES  
BANKRUPTCY COURT

2008 DEC 15 PM 12: 58

DISTRICT OF UTAH  
MAIL

USA Bankruptcy Court

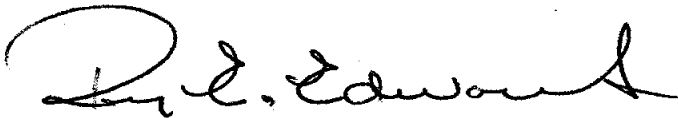
350 S. Main Street, Room 302

Salt Lake City, UT 84101

RE: IDR Investment Plan, LLC - Case 08-20671

I have been advised that I request my name be added to the mailing list for this case. This is for the Altamirada Development in Hurricane, UT that filed bankruptcy that I invested in.

Thank you.



Roy E. Edwards

6218 2<sup>nd</sup> Street

Rio Linda, CA 95673

u/00001  
per Rick Barnett  
fax to 801/217-0285

# INVESTMENT'S

Reservation Agreement

	Acres	App. Value	Sales Price	Down Payment
Watchman	0.18	\$ 120,000.00	\$ 78,000.00	\$ 7,800.00
Great White Throne	0.30	\$ 140,000.00	\$ 91,000.00	\$ 9,100.00
West Elm	0.65	\$ 180,000.00	\$ 117,000.00	\$ 11,700.00
Angels Landing	1.50	\$ 225,000.00	\$ 146,000.00	\$ 14,600.00
Title Fees	\$200 per lot to First American Title for Insurance & Recording			

213.4

## BUYER'S INFORMATION 1

Last Name EDWARDS First Roy M.I. E Date 6/20/07

Street Address 6218 2nd Street Occupation Investor / 12 Ave

City Rio Linda State California ZIP 95673

Phone 916-769-1409 E-mail Address reedwards@sbcglobal.net

Social Security No. 549-78-667 Future Lot Number (s) F13 & G11 Who referred you? Rick Barnett

No. of Future Lots 2 Deposit Amount \$ 26,700

4y Credit Score is 766 680-699 NO Total Purchase Price \$ 263,000.00

Do you have any judgments against you? YES NO

## BUYER'S INFORMATION 2 (LEAVE BLANK IF ONLY 1 PERSON IS BUYING)

Last Name \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_ Date \_\_\_\_\_

Street Address \_\_\_\_\_ Occupation \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

Social Security No. \_\_\_\_\_

4y Credit Score is \_\_\_\_\_ < 679 680 - 699 700 + \_\_\_\_\_ I have no judgments against me YES NO

## TITLE INFORMATION (LEAVE BLANK IF SAME AS "BUYER'S INFORMATION")

Title Name \_\_\_\_\_ Date \_\_\_\_\_

Street Address \_\_\_\_\_ Apartment/Unit # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

## CREDIT CARD INFORMATION (IF APPLICABLE)

Name \_\_\_\_\_ Credit Card Number \_\_\_\_\_ Exp Date \_\_\_\_\_

Billing Address \_\_\_\_\_ Apartment/Unit # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorization: I authorize IDR to charge my credit card for the deposit amount listed above. Signature: \_\_\_\_\_

Buyer ("Potential Buyer") hereby deposits with First American Title Company, address of 365 S. Main, Cedar City, UT 84720 ("Depository") the amount as stated in the above form (the "Deposit"), for the reservation of the Future Lot (s) the lot (s) as stated in above form (the "Lot") of Altamirada Gated Community, (the "Subdivision") being sold by IDR Investment Plan LLC, a Utah Limited Liability Company, with an address of 51 East 400 North, Bldg #1, Cedar City UT 84720 ("Seller"). Note that payments made with checks will be deposited directly into the above referenced escrow account with First American Title. Down payments made with a credit card will first be processed by IDR's merchant account and then deposited directly into the above referenced escrow account with First American Title.

1. The Lot(s) ("TIC"), shall be sold for the price as stated above with said price being fixed for so long as this Reservation Agreement shall remain in effect.
2. Potential Buyer shall have until 5:00 p.m. on the third business day following the date of execution of this Agreement to cancel this Agreement and receive a full refund of the payment made pursuant hereto. Cancellation shall be in writing and shall be deemed effective if received by Seller prior to 5:00 p.m. on the third business day following the date of this Agreement. Potential Buyer may fax a cancellation notice to Seller at (801) 659-7650. After 5:00 on the third business day following the date of this Agreement, the payment made pursuant hereto shall become nonrefundable except that said payment shall be refunded if Seller is not able to deliver to Potential Buyer the TIC interest as contemplated herein.
3. When TIC interest are ready and available to transfer, Seller shall provide to Potential Buyer a series of document (collectively "Closing Documents") to be executed by the parties to complete the closing on the TIC interest. At such time as Potential Buyer executes the Closing Documents, Seller, through Depository, shall issue a warranty deed to Potential Buyer for Potential Buyer's TIC interest. Any deposit or payment made hereby shall be applied to the purchase price of the TIC interest and the eventual purchase of an individual lot(s).
4. THIS AGREEMENT DOES NOT CREATE A CONTRACTUAL OBLIGATION TO BUY OR SELL ON THE PART OF EITHER POTENTIAL BUYER OR SELLER. EITHER POTENTIAL BUYER OR SELLER MAY, AT ANY TIME, CANCEL THIS RESERVATION INSTRUMENT. HOWEVER, AS SET FORTH IN PARAGRAPH 2, IF THIS INSTRUMENT IS CANCELLED AFTER 5:00 P.M. ON THE THIRD BUSINESS DAY AFTER THE DATE HEREOF, THE DEPOSIT SHALL BE NONREFUNDABLE.
5. The Deposit shall be held by Depository in a non-interest bearing Real Estate Trust Account in accordance with applicable law. If this Agreement is cancelled prior to 5:00 p.m. on the third business day after the date hereof, the return of the Deposit may be subject to normal delays associated with the processing of paper work by Depository and Depository's bank

Roy E. Edwards  
Potential Buyer

Roy EDWARDS  
Printed Name

6/29/07  
Date

IDR Investment Plan, LLC  
a Utah Limited Liability Company

\_\_\_\_\_  
Ryan Gregerson

\_\_\_\_\_  
Date

copy of  
fax to 801/217-0285

ROY E. EDWARDS  
6218 - 2ND STREET  
RIO LINDA CA 95673

1004

DATE 6/20/07

25-3  
440-89991

PAY TO  
THE ORDER OF

First American Title

\$ 26,700.00

Twenty-six Thousand Seven Hundred

DOLLARS

No 100

CHASE

JPMorgan Chase Bank, N.A.  
Columbus, Ohio 43271  
www.Chase.com

MEMO

Roy E Edwards

⑆044000037⑆ 447022508058⑆ 1004

SPECIALLY MADE

### ADDENDUM TO RESERVATION AGREEMENT

This Addendum is an addendum to that Reservation Agreement dated the 29 day of June, 2007 by and between IDR Investment Plan, LLC ("Seller") and Roy E. Edwards ("Buyer").

For value received, the parties agree that the above referenced Reservation Agreement shall be modified, as follows:

In the event AltaMirada subdivision incurs unforeseen problems, Seller reserves the right to transfer Buyer's reservation to a lot in another IDR subdivision. In the event that Seller transfers Buyer's reservation in this manner, Buyer shall be guaranteed to receive a lot of equal or greater value than the original lot reserved in the AltaMirada Subdivision. Buyer agrees and understands that while the deposit being made by Buyer to reserve a lot will remain the same, the actual cost of the lot may be more than the lot reserved in AltaMirada. In no event will Seller transfer Buyer's reservation to a lot with a purchase price in excess of \$160,000. Down payment will be held by IDR Investments. Seller shall notify Buyer within seventy-two (72) hours after transferring Buyer's reservation in this manner. All other terms and conditions of this Reservation Agreement and any other ancillary documents shall remain in full force and effect.

The parties agree that should there be a conflict between the Reservation Agreement and this Addendum, the terms of this Addendum shall control. All other terms of the Reservation Agreement shall remain in full force and effect.

Roy E. Edwards  
Potential Buyer

Roy E. EDWARDS  
Printed Name

6/29/07  
Date

IDR Investment Plan, LLC  
a Utah Limited Liability Company

\_\_\_\_\_  
Ryan Gregerson

\_\_\_\_\_  
Date

Notarized  
Notarized

CONGRATS!!! TODAY IS YOUR LUCKY DAY  
CONGRATS!!!  
CONGRATS!!!  
GIFFreebies.com complete 1 offer

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Compose

Search Mail

Search the Web

Attractive Card  
for ugly credit

Folders [Add - Edit]

Inbox (15)

Draft

Sent

Bulk (61) [Empty]

Trash [Empty]

My Folders [Hide]

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This message is not flagged. [ Flag Message - Mark as Unread ]

Printable View

From: "Rick" <rick@goinvestwisely.com> View Contact Details Add Mobile Alert

To: "Roy Edwards" <reeedwards@sbcglobal.net>

CC: "Brad Hess" <brad@goinvestwisely.com>

Subject: FW: Escrow Instructions.pdf

Date: Wed, 15 Aug 2007 16:11:44 -0600

Roy;

Please fill out the Escrow Instructions in regards to the Hurricane Project. Fill out a form for each Hurricane Lot you purchased and fax to 801-217-0285. Your Lot numbers are; F13 and G11. Thanks.

Talk to you soon;

Rick

From: Mark [mailto:mark@goinvestwisely.com]

Sent: Wednesday, August 15, 2007 3:30 PM

To: brad@goinvestwisely.com; rick@goinvestwisely.com

Subject: FW: Escrow Instructions.pdf

From: Ryan Gregerson [mailto:ryan@IDRinvestments.com]

Sent: Thursday, July 05, 2007 9:54 AM

To: slomu@envisionlending.com

Subject: Escrow Instructions.pdf


#### Attachments

Files:

Scan and Save to Computer

## Escrow Instructions

Buyer of lot number 511 in the AltaMirada Subdivision authorizes First American Title to release Reservation Money (Down Payment) to Seller 72 hours after executing the Reservation Agreement.

  
Potential Buyer

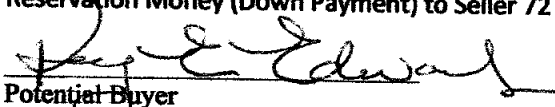
Roy E. Edwards  
Printed Name

8/15/07  
Date



### Escrow Instructions

Buyer of lot number F13 in the AltaMirada Subdivision authorizes First American Title to release Reservation Money (Down Payment) to Seller 72 hours after executing the Reservation Agreement.

  
Potential Buyer

Roy E. Edwards  
Printed Name

8/15/07  
Date